

## Exhibit 5



# ALPERIN

ESTATE PLANNING • ELDER LAW • BUSINESS LAW • REAL ESTATE

September 24, 2018

**BY CERTIFIED & FIRST CLASS MAIL**

Ms. Olga Guskova  
1074 Grand Oak Lane  
Virginia Beach, VA 23455

Ms. Olga Guskova  
658 Waters Drive  
Virginia Beach, VA 23462

**RE: NOTICE OF DEFAULT under Promissory Note and Deed of Trust secured  
by the known as 658 Waters Drive, Virginia Beach, VA 23462**

Dear Ms. Guskova:

On March 29, 2013, you borrowed money from Anthony Gargiulo, when you executed a deed of trust note ("Note") and a deed of trust ("Deed of Trust"), which was recorded among the land records in the Clerk's Office of the Circuit Court of Virginia Beach, Virginia as Instrument No.20130506000516460. The loan has been referred to this office for foreclosure based on a default under the Note and Deed of Trust. The undersigned has been or will be appointed as a Substitute Trustee under the Deed of Trust to institute foreclosure proceedings. This letter is an attempt to collect a debt and any information obtained will be used for that purpose.

As of the date of this letter, the default has not yet been cured. PTR Investments, Inc., a Virginia corporation (PTR), now owns this debt and in accordance with the terms of the Note when default takes place, PTR has accelerated the entire balance due under the Note. As of August 17, 2018, there was a remaining balance on the Note of \$62,455.00. In the event of default, the terms of the Note may also allow for interest, late charges, costs, and attorney's fees in, plus subsequent interest accruals computed at six percent (6%) per annum and costs.

As required by federal law, we communicate the following to you: Unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid. If you notify the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment, if there is one, against you and a copy of such verification or judgment will be mailed to you by us. Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

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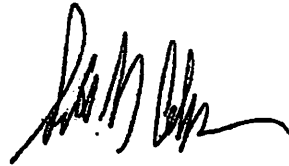
Please be advised, a foreclosure sale of the secured property may be scheduled, consistent with state law, prior to the expiration of the 30-day period referred to above. A notice of sale will be sent to you in accordance with state law.

If the property is sold as scheduled, you may be required to vacate the premises and remove all of your personal possessions. Should you fail to comply with any notice to vacate that is served upon you, court action may be required to obtain possession of the property.

If you intend to pay off your loan you must contact the undersigned at (757) 490-3500 to obtain the most current payoff. Any such payment must be made by a certified or cashier's check or a wire transfer. Our client will only accept the full amount.

Very truly yours,

ALPERIN LAW PLLC

A handwritten signature in black ink, appearing to read 'Scott N. Alperin', with a stylized flourish at the end.

Scott N. Alperin

Enclosure

cc: PTR INVESTMENTS, INC.  
c/o Mr. Troy Robertson, President